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**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Authorize the City Manager to Sign the Inter-County Hazardous Materials Response Team Agreement

MEETING DATE: May 19, 2004


PREPARED BY: Michael E. Pretz, Fire Chief

RECOMMENDED ACTION: That Council authorizes the City Manager to sign the Inter-County Hazardous Materials Response Team Agreement.

BACKGROUND INFORMATION: In December 2002, San Joaquin County entered into an agreement between Amador and Stanislaus Counties to provide Hazardous Materials Response. The San Joaquin Hazardous Materials Response Team is made up of members from throughout the County and participating cities. The City of Lodi Fire Department is one of those participating members. Attached to this council communication is a copy of the agreement. The agreement is a cooperative agreement and will allow the City of Lodi to recoup its costs for providing this service should it be needed. The agreement is a 10 year agreement and allows the City of Lodi to withdraw with 30 days notice should it desire.

It is staff's recommendation that Council authorize the City Manager to sign the agreement.

FUNDING: None



Michael E. Pretz, Fire Chief

MEP/lh

cc: D. Stephen Schwabauer, Interim City Attorney

Attachment

APPROVED:


H. Dixon Flynn, City Manager

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING AGREEMENT) RESOLUTION NO. 04-096
FOR PARTICIPATION IN THE CENTRAL)
VALLEY HAZARDOUS MATERIALS)
RESPONSE SYSTEM)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the agreement by and between the County of Amador and the County of San Joaquin, City of Stockton, City of Lodi, City of Tracy, City of Manteca, City of Ripon, Lathrop-Manteca Rural County Fire Protection District, Ripon Consolidated Fire District, Woodbridge Rural Fire Protection District, Linden-Peters Rural County Fire Protection District, Mokelumne Rural Fire Protection District, Clements Rural Fire Protection District, and Escalon Consolidated Fire Protection District; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of March 2004, by the following vote:


AYES: Richard M. Forster, Rich F. Escamilla, Richard P. Vinson, and Louis D. Boitano

NOES: None

ABSENT: Mario Biagi

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE


Vice-Chairman, Board of Supervisors

ATTEST: MAR 10 2004

Deputy Clerk of the Board of Supervisors
Amador County, California

ATTEST:

MARDELL ANDERSON, Clerk of the
Board of Supervisors, Amador County,
California


Deputy

Before the Board of Supervisors

County of San Joaquin, State of California

B- 02-1532

MOTION: SIEGLOCK/GUTIERREZ

AGREEMENT FOR PARTICIPATION IN CENTRAL VALLEY HAZARDOUS MATERIALS RESPONSE SYSTEM

THIS BOARD OF SUPERVISORS DOES HEREBY AUTHORIZE the Chairman to
sign the Agreement for Participation in Central Valley Hazardous Materials Response System
with Amador and Stanislaus Counties for hazardous materials emergency response services.

I HEREBY CERTIFY that the above order was passed and adopted on 12/3/02
by the following vote of the Board of Supervisors, to wit:

AYES: ORNELLAS, SIEGLOCK, GUTIERREZ, MARENCO, MOW

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

LOIS M. SAHYOUN
Clerk of the Board of Supervisors
County of San Joaquin
State of California



LOIS M. SAHYOUN

A-02- 1166

AGREEMENT FOR PARTICIPATION IN
CENTRAL VALLEY HAZARDOUS MATERIALS RESPONSE SYSTEM

This AGREEMENT is made this _____ day of DEC 3 ~~2002~~, 2002, by and between the COUNTY OF STANISLAUS (hereinafter "STANISLAUS"), a political subdivision of the State of California, the COUNTY OF AMADOR (hereinafter "AMADOR"), a political subdivision of the State of California, and the COUNTY OF SAN JOAQUIN, CITY OF STOCKTON, CITY OF LODI, CITY OF TRACY, CITY OF MANTECA, CITY OF RIPON, LATHROP-MANTECA RURAL COUNTY FIRE PROTECTION DISTRICT, RIPON CONSOLIDATED FIRE DISTRICT, WOODBRIDGE RURAL FIRE PROTECTION DISTRICT, LINDEN-PETERS RURAL COUNTY FIRE PROTECTION DISTRICT, MOKELUMNE RURAL FIRE PROTECTION DISTRICT, CLEMENTS RURAL FIRE PROTECTION DISTRICT, and ESCALON CONSOLIDATED FIRE PROTECTION DISTRICT (hereinafter "SAN JOAQUIN JOINT HAZARDOUS MATERIALS TEAM").

RECITALS

WHEREAS, the potential continues to grow in the Central Valley and adjacent foothill areas for serious releases of hazardous materials which could strain the ability of local hazardous materials technical response systems to effectively handle;

WHEREAS, the ability of jurisdictions to effectively assist each other with hazardous materials technical resources depends upon the existence of an ongoing operational relationship; and,

WHEREAS, the cost of maintaining the capability to effectively respond to serious hazardous materials releases can be reduced through a cooperative effort by counties, cities, and special districts in the Central Valley and foothill region.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1. COOPERATIVE HAZARDOUS MATERIALS RESPONSE

Each party agrees to:

1. Respond one (1) Type 1 Hazardous Materials Company to a serious hazardous materials incident upon the request of a Requesting Party, provided, however, that such response would not cause that party to fail to respond, meet or address an occurring or potential, serious threat to the health, safety, environment, or welfare of the public within its own jurisdiction.

2. Respond such resources as it may possess that can perform mass decontamination operations, at the request of a Requesting Party, provided, however, that such response would not cause that party to fail to respond, meet or address an occurring or potential, serious threat to the health, safety, environment, or welfare of the public within its own jurisdiction.

3. If a Requesting Party does not possess at least one (1) Type 1 Hazardous Materials Company capable of responding upon the request of a Responding Party, the Requesting Party will pay the costs of the response of Type 1 Hazardous Materials Companies and/or resources capable of performing mass decontamination operations possessed by Responding Party into its jurisdiction as follows:

(a) Subject to Subparagraph (d) below, actual wages and benefits of responding personnel calculated from the time of dispatch to the incident, whether from the duty station or home of the responding personnel, until the time when equipment and personnel are returned to normal readiness condition, including response time, on-scene activities, and clean up activities, and

(b) Direct costs of consumable equipment and supplies used in responding, and

(c) A fee of Seventy-five Cents (\$0.75) per mile for each responding vehicle, calculated from the point of departure upon dispatch to the return to duty stations.

(d) A minimum fee of Five Hundred Dollars and No Cents (\$500.00) or the costs

incurred per Paragraphs (a), (b), and (c) above, whichever is higher, for any single response when, after dispatch, the responding party personnel and equipment leave their duty station or quarters.

ARTICLE 2. REIMBURSEMENT FOR EXTENDED RESPONSE

Requesting Parties not subject to Article 1, Paragraph 3, shall upon completion of the 24th hour from the time of initial dispatch of resources from a Responding Party to an individual incident pay actual wages and benefits of personnel that continue to perform services under this Agreement from that point in time as well as direct costs of consumable equipment and supplies used after the 24th hour from the time of initial dispatch of resources from the Responding Party.

ARTICLE 3. PROVISION OF COMMAND AND SUPPORT

Requesting Party further agrees to:

1. Provide authorized personnel to assume command and control for their jurisdiction of each incident to which resources of Responding Party are dispatched.
2. Provide personnel trained and equipped to perform responder decontamination for Type I Hazardous Materials Company personnel and equipment.
3. Assume responsibility for monitoring clean up and abatement activities once the situation is stabilized.
4. Provide food, fluids, and fuel as needed for personnel of Responding Party at no charge.
5. Not intentionally direct or cause resources of other parties to this Agreement to violate written policies and procedures of their jurisdiction.
6. Not direct or cause resources of other parties to this Agreement to be engaged in arranging for, or performing, clean up or proper disposal of hazardous materials/waste.

ARTICLE 4. ESTABLISHMENT OF OPERATIONAL RELATIONSHIP

A Central Valley Hazardous Materials Response System Steering Committee is hereby established which consists of one representative of each of the parties to this Agreement. It will be

the responsibility of this committee to conduct at least a biennial meeting to verify call out and dispatch procedures, establish training and response criteria for hazardous materials technical resources governed by this Agreement, establish common response policies and procedures to the extent practicable, plan and coordinate the annual joint training session, monitor compliance by parties to this Agreement, and establishment such other policies and procedures as may benefit the smooth execution of this Agreement.

Each party to this Agreement shall participate in an annual joint training session intended to develop operational relationships and inter-agency familiarity. Parties not capable of responding a Type 1 Hazardous Materials Company shall participate in this annual training session with such personnel as may direct, call out, or cooperate with responding Type 1 Hazardous Materials Companies of other parties.

ARTICLE 5. TERMS AND DEFINITIONS

Type 1 Hazardous Materials Company will be defined as 8 personnel certified by the State of California as Hazardous Materials Technician or Specialist responders capable of handling unknown hazardous materials to include 1 each hazardous materials group supervisor, 1 each assistant safety officer hazardous materials, 1 each entry team leader, 1 each decon team leader, 2 each entry team members, and 2 each back up entry team members. Minimum equipment will include all levels of personal protective equipment up to Level A fully encapsulating suits and self contained breathing apparatus, detection equipment to include a field categorization kit, air modeling software, and containment equipment capable of plugging and/or patching vapor leaks and/or intervening with large fluid leaks.

ARTICLE 6. TERM OF AGREEMENT

This Agreement shall automatically terminate in the year 2012 on the day and month first hereinabove mentioned; provided, however, that the term of this Agreement may be extended from year-to-year on the same terms and conditions as set forth herein upon the mutual consent of the parties, including any additional parties to the Agreement. Any party may withdraw from this

Agreement upon 30-day written notice to the other party or parties.

ARTICLE 7. ADDITIONAL PARTIES

Additional parties public entities, including special districts, may join in this Agreement and become member entities upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall automatically become part of this Agreement after the expiration of thirty days notification to all other parties by the new party. Within the thirty day notification period, any existing party to the Agreement who objects to the addition of the particular entity becoming a member to the Agreement must give notice to all parties of the Agreement. If such objection is given to all parties within the thirty day period, the inclusion of the new party to the Agreement shall require the unanimous consent of the rest of the then member parties.

ARTICLE 8. INDEMNIFICATION AND HOLD HARMLESS

Each party agrees to indemnify, defend, hold harmless, and provide for attorney's fees and court costs in the event that there is a claim of any type against the requested party concerning the activity of the requesting party under this Agreement. Provided, however, this paragraph shall not apply to those acts which are the negligence or the omission to act of the requested party, their employees or agents.

ARTICLE 9. SALARIES, EMPLOYMENT, AND WORKER'S COMPENSATION

At all times and for all activities under this Agreement, the employees for the requested party shall remain and be considered employees of that party and not that of the requesting party, and shall be considered employees of the requested party for any type of insurance coverage including, but not limited to, Worker's Compensation coverage. At all times and for all activities under this Agreement, the employees for the requesting party shall remain and be considered employees of that party and not that of the requested party, and shall be considered employees of the requesting party for any type of insurance coverage including, but not limited to, Worker's Compensation coverage.

IN WITNESS WHEREFORE THE PARTIES HAVE EXECUTED THIS AGREEMENT AS
FOLLOWS:

ATTEST: MARDELL ANDERSON
Clerk of the Board of Supervisors
of the County of Amador,
State of California

By Priscilla Muranaga
Deputy

COUNTY OF AMADOR, a
political subdivision of the State of
California

By Richard M. Forster
Richard M. Forster, Vice-Chairman
Board of Supervisors

"AMADOR"

ATTEST:
Clerk of the Board of Supervisors
of the County of Stanislaus,
State of California

By _____


COUNTY OF STANISLAUS, a
political subdivision of the State of
California

By _____

"STANISLAUS"

SAN JOAQUIN JOINT
HAZARDOUS MATERIALS
TEAM

ATTEST: LOIS M. SAYOUN
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By Lois M. Sayoun


COUNTY OF SAN JOAQUIN, a
political subdivision of the
State of California

By Victor Mow
Victor Mow, Chairman
Board of Supervisors

APPROVED AS TO FORM:

By Lawrence P. Meyers
LAWRENCE P. MEYERS
Deputy County Counsel

ATTEST:

City Clerk

CITY OF LODI

By _____

Title _____

ATTEST:

City Clerk

Approved as to form

CITY OF TRACY

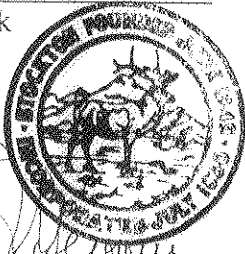

City Attorney

By _____

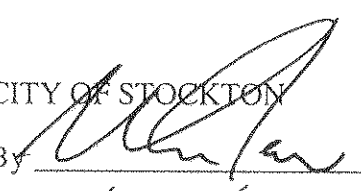
Title _____

ATTEST:


City Clerk



CITY OF STOCKTON

By 

Title City Manager

ATTEST:

City Clerk

CITY OF MANTECA

By _____

Title _____

ATTEST:

City Clerk

CITY OF RIPON

By _____

Title _____

ATTEST:

LATHROP-MANTECA FIRE
PROTECTION DISTRICT

By _____

Title _____

APPROVED AS TO FORM

CITY ATTORNEY

BY 
Assistant City Attorney

ATTEST:

WOODBIDGE RURAL FIRE
PROTECTION DISTRICT

By

Title

Richard W. White
FIRE CHIEF

ATTEST:

RIPON CONSOLIDATED FIRE
DISTRICT

By

Title

John A. Smith
FIRE CHIEF

ATTEST:

MOKELUMNE RURAL FIRE
PROTECTION DISTRICT

By

Title

ATTEST:

LINDEN-PETERS RURAL
COUNTY FIRE PROTECTION
DISTRICT

By

Title

ATTEST:

CLEMENTS RURAL FIRE
PROTECTION DISTRICT

By

Title

ATTEST:

ESCALON CONSOLIDATED FIRE
PROTECTION DISTRICT

By

Title